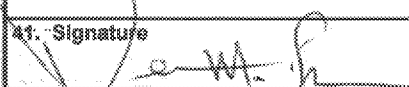


 <p align="center"> United States Environmental Protection Agency Washington, DC 20460 Interagency Agreement/ Amendment Part 1 - General Information </p>		1. EPA IA Identification Number DW-75-95852101 - 2		2. Funding Location by Region EPAR10					
		3. Other Agency IA ID Number (if known) PO-13-L66, PO-13-L69, PO-13-L71, PO-13-L74, PO-13-L75, PO-13-L77, PO-13-L81		4. Awarding Office IASSC West					
		5. Type of Action No Cost Amendment		6. IA Specialist: Kathy Tsing-Choy 206-553-4688 tsing-choy.kathy@epa.gov					
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 155, OMP-173 Seattle, WA 98101		8. Name and Address of Other Agency Indian Health Service Division of Sanitation Facilities Construction 1414 N.W. Northrup Street, Suite 800 Portland, OR 97209							
9. DUNS: 029128894		10. BETC: DISB		11. DUNS: 030793228					
12. BETC: COLL									
13. Project Title and Description FY2013 SDWA-TSA Interagency Agreement This agreement funds construction of drinking water sanitation facilities for: 1) Nooksack Indian Tribe (PO-13-L66) - plans will be developed to address deficiency of single well source and inadequate sanitary control area; 2) Swinomish Indian Tribal Community (PO-13-L69) - 300,000 gallon tank and distribution system upgrades; 3) Skokomish Tribe (PO-13-L74) - abandon three unused community wells that pose a public health risk because contaminants can enter the aquifer; 4) Suquamish Tribe (PO-13-L75) - change in pressure from source of Kitsap PUD resulted in need to abandon pressure booster and storage and install pressure reducing valve station to stay within standard for pressure; 5) Lower Elwha Klamath Tribe (PO-13-L77) - back up generators needed due to historical outages that occur at greater than acceptable standards; 6) Makah Tribe (PO-13-L81) - process, control and monitoring improvements to Water Treatment Plant; and 7) Confederated Tribes of Warm Springs (PO-13-L71) - to develop a comprehensive utilities plan. This amendment extends the project and budget periods from 11/30/2018 to 09/09/2020 and updates all terms and conditions.									
14. EPA Project Officer (Name, Address, Telephone Number) Johnny Clark 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 206-553-0082 E-Mail: clark.johnny@epa.gov FAX:			15. Other Agency Project Officer (Name, Address, Telephone) Mathew J. Martinson, PE 1414 N.W. Northrup Street, Suite 800 Portland, OR 97209 503-414-7780 E-Mail: Mathew.Martinson@ihs.gov FAX: 503-326-7280						
16. Project Period: 09/10/2013 to 09/09/2020			17. Budget Period: 09/10/2013 to 09/09/2020						
18. Scope of Work (See Attachment) Scope of Work remains the same.									
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727					
22. Statutory Authority for Transfer of Funds and Interagency Agreement Safe Drinking Water Act: Sec. 1450(b)					23. Other Agency Type Federal Agency				
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)									
	Previous Funding	This Action	Amended Total						
Revise Reimbursable (in-house)			0.00						
Direct Fund Cite (contractor)			0.00						
Total			0.00						
Funds	Previous Amount	Amount This Action	Total Amount						
25. EPA Amount	\$1,065,400.00		\$1,065,400.00						
26. EPA In-Kind Amount			\$0.00						
27. Other Agency Amount	\$93,679.00		\$93,679.00						
28. Other Agency In-Kind Amount			\$0.00						
29. Total Project Cost	\$1,159,079.00		\$1,159,079.00						
30. Fiscal Information									
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt

Part II - Approved Budget				EPA IAG Identification Number DW-75-95852101 - 2
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	\$0.00			\$0.00
(b) Fringe Benefits	\$0.00			\$0.00
(c) Travel	\$0.00			\$0.00
(d) Equipment	\$0.00			\$0.00
(e) Supplies	\$0.00			\$0.00
(f) Procurement / Assistance	\$1,006,576.00			\$1,006,576.00
(g) Construction	\$0.00			\$0.00
(h) Other	\$152,503.00			\$152,503.00
(i) Total Direct Charges	\$1,159,079.00	\$0.00	\$0.00	\$1,159,079.00
(j) Indirect Costs:	\$0.00	\$0.00	\$0.00	\$0.00
Charged - Amount Rate: % Base: \$ Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share 91.92 %) (Other Agency Share 8.08 %)	\$1,159,079.00	\$0.00	\$0.00	\$1,159,079.00
32. How was the IDC Base calculated?				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Identify all equipment costing \$1,000 or more) Equipment costs are included under the Procurement/Assistance cost category of the approved Budget. See attached Scope of Work and paragraph four of I. Administrative Terms and Conditions for further information.				
34. Are any of these funds being used on Procure/Assistance agreements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Type of Procure/Assistance Agreement Cooperative Agreement				
Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project		Percent Funded by EPA (if known)	
PL 86-121 MOA w/Nooksack	20306.00		100	
PL 86-121 MOA w/Swinomish	532240.00		100	
PL 86-121 MOA w/Warm Springs	141625.00		42	
PL 86-121 MOA w/Skokomish	25054.00		100	
PL 86-121 MOA w/Suquamish	52707.00		100	
PL 86-121 MOA w/Lower Elwha	75231.00		100	
PL 86-121 MOA w/Makah	159413.00		100	
	Total \$ 1,006,576.00			
Part III - Funding Methods and Billing Instructions				
35. (Note: EPA Agency Location Code (ALC) - 68010727)				
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Repayment	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input checked="" type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement	<input type="checkbox"/> Repayment <input type="checkbox"/> Advance			
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	
			Other Agency TAS	

Part IV - Acceptance Conditions		EPA Identification Number DW-75-95852101 - 2
37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.		
Part V - Offer and Acceptance		
<p>Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.</p> <p>Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.</p>		
EPA IA Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)
38. Organization/Address U.S. Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 155, OMP-173 Seattle, WA 98101		39. Organization/Address US Environmental Protection Agency R10 - Region 10 1200 Sixth Avenue, Suite 900 Seattle, WA 98101
Award Official on Behalf of the Environment Protection Agency		
40. Digital signature applied by EPA Award Official Kathy Tsing-Choy - Associate Award Official		Date 11/16/2018
Authorizing Official on Behalf of the Other Agency		
41. Signature 	Typed Name and Title Dean M. Seyler, Area Director	Date 11/19/18

EPA Form 1610-1 (Rev. 11-89) Previous editions are obsolete.

Administrative Conditions

Interagency Agreement between the U.S. Environmental Protection Agency and the Indian Health Service for Tribal Drinking Water Facilities Construction

I. ADMINISTRATIVE TERMS AND CONDITIONS

This Interagency Agreement (IA) provides for the coordination between the Environmental Protection Agency (EPA) Region R10 Drinking Water Infrastructure Grants - Tribal Set Aside (DWIG-TSA) Program and the Indian Health Service (IHS) Sanitation Facilities Construction Program. This IA applies to funds appropriated to the EPA under section 1452(i) of the Safe Drinking Water Act, which the EPA intends to transfer to the IHS under this IA.

If the actual cost of providing the facilities is less than the amount in the Project Documents, the IHS Area Office and the EPA Region, in consultation with the Tribe, will coordinate the disposition of the remaining funds. The parties may decide to increase the scope or identify another project for funding, or the IHS may return the unused funds to the EPA. Any project changes agreed to by the parties must be reflected in the IA through an amendment prior to expiration of the IA and before allocating funds to a new project, unless the IHS decides to return the funds to the EPA. If the parties cannot come to agreement, the IHS will return the funds to the EPA.

Funds transferred by EPA to the IHS under this IA may only be used in agreements authorized by Indian Sanitation Facilities Act, 42 U.S.C. 2004a. IHS Area Offices may use up to 15 percent of the IA project funds allocated to them to support management and oversight of each project funded by this IA.

The IHS is approved to purchase equipment in accordance with its equipment management policies. The IHS will determine that the equipment is in the best interest of the government and is necessary for the performance of the projects under this IA. Disposition of the equipment will be subject to IHS equipment management policies or as specified in the Project Documents with no further accountability to EPA.

A. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

B. Duration of Agreement and Termination Procedures

This agreement shall continue in effect until IHS or EPA provides written notice of termination, or when a project (or projects) funded under this agreement are completed or are no longer needed for the purpose identified in the Project Documents. Any funds that are obligated up to and on the date of termination will remain obligated to the project(s) identified in this agreement. Notice shall be given to the other party at least 60 days in advance of a termination date.

As per section 4.3.2 of EPA's "Interagency Agreement Policies, Procedures, and Guidance Manual 2008" the total duration of the project period for an IA may not exceed 7 years unless

(1) there is statutory or regulatory authorization for a longer period, (2) a signed waiver from an EPA Director, Office of Grants & Debarment (OGD), or designee, granting an exception is obtained, or (3) in the case of an allocation (appropriation) transfer, a shorter period is mandated, i.e., 5 years. This durational limitation includes both the original period of performance and any extensions. The initial determination of the appropriate length of the project period should take this limitation into account. (For example, an IA between IHS and EPA normally has a 5-year term. The IA can be extended upon approval of the parties for up to two more years for a total IA term of 7-years. An IA cannot be extended beyond the 7-year limit unless a waiver is granted by the EPA Director, Office of Grants & Debarment.) To exceed the

7-year policy limitation, a waiver request must be submitted in writing by the appropriate EPA Senior Resource Official to OGD. The OGD Director, or designee, may approve waivers on a class or individual basis because of national security concerns, circumstances of unusual or compelling urgency, unique programmatic considerations, or because the waiver would be in the public interest.

C. Sufficient Progress

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period (as defined in Section I.B.), including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. Prior to exercising this right to terminate, EPA will follow the resolution procedures cited Section I.A.

D. Cost Collection upon Cancellation

If the EPA cancels the order, the IHS is authorized to collect costs incurred prior to cancellation of the order plus termination costs, up to the total payment amount provided for under the agreement.

E. IAs with Contracts or Procurement

The IHS will use its administrative policies and procedures including those under the Buy Indian Act provisions for direct federal acquisition, to implement and execute projects funded under this IA.

F. Fiscal and Project Reporting Requirements

The IHS will update its Sanitation Tracking and Reporting System (STARS) quarterly and provide a report in STARS that may be accessed by the EPA. The report will include at minimum, project-specific estimated expenditures and actual milestones achieved to date and will be available to the respective EPA Regional DWIG Program Coordinator and to the EPA Financial Management Center. The STARS will be updated by the 30th day following the end of a quarter, beginning with the first full reporting period after funds are received by the IHS.

G. Audit Findings

If an audit determines that any direct or indirect costs in a project funded under this IA are unallowable, the parties to this IA will be notified immediately following resolution of the audit and the IHS project account will be credited for ineligible costs.

II. PROGRAMMATIC TERMS AND CONDITIONS

A. Authority and Purpose

The activities under this IA are being executed by the EPA pursuant to the Safe Drinking Water Act section 1450 (b), 42 USC 300j-9(b) and 1452(i), 42 USC 300j-12(i). The services and facilities will be provided to the Tribe by the IHS under the Transfer Act, 42 U.S.C. 2001; Indian Sanitation Facilities Act, 42 U.S.C. 2004a; and Section 302 of Indian Health Care Improvement Act, as amended, 25 U.S.C. 1632.

B. EPA Responsibilities

1. The EPA Regional Office shall designate a representative to coordinate its participation in projects (Regional Program Coordinator). This representative shall formally advise the respective IHS Area Office of this designation.
2. As resources permit the EPA shall provide to the IHS and Tribes technical assistance as needed to successfully meet applicable program requirements.
3. The EPA Regional Office will ensure that the proposed projects are in accordance with the Safe Drinking Water Act, annual national guidance and the Drinking Water Infrastructure Grants Tribal Set-Aside Program Final Guidelines October 1998 and the Addendums.
4. EPA Regional Office will ensure that water collection and analysis methodologies (as applicable) are in accordance with the IHS/EPA jointly developed Quality Assurance Project Plan (QAPP).

5. EPA is responsible for any distribution within the EPA of the final technical and financial report provided to the respective EPA Regional Program Coordinator after the construction phase completion.
6. The EPA will not be a signatory on any Project Summaries or Memorandums of Agreement.
7. Where appropriate, EPA Regions shall provide comments to IHS Area Offices on the design and planning documents associated with projects funded by the IA within 30 days of receiving said documents.
8. EPA Regions shall monitor construction progress with: data from the IHS database, discussions with the IHS Area Offices and field site visits as necessary to ensure the level of expended funds is reasonable given the reported milestone dates. The EPA will consult with the IHS Area Office quarterly to discuss project status.
9. The EPA Regions will participate in the final project inspection, as deemed necessary and resources permitting. At project completion, the EPA Region will review the final technical and financial reports provided by the IHS Area Office and will initiate the necessary EPA close-out process.
10. The EPA Regions will acknowledge and respond to IHS Area invitations to participate in project activities within 10 days of receipt.

C. IHS Responsibilities

1. The IHS shall implement and execute projects funded under this IA using its administrative policies and procedures as described in the Indian Health Manual, Part 5, Chapter 2, Memorandum of Agreement.
2. Project Documents (Project Summary/ Memorandum of Agreement or Arrangements as described in 42 U.S.C. 2004a) will be developed by the IHS Area Office, in consultation with the respective Tribes and respective EPA Regional Office.
3. Unless otherwise stipulated in the project documents, the IHS shall be the lead agency in assuring compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and other applicable Federal requirements only if the EPA funds are deposited in the IHS financial system (UFMS).
4. Quarterly progress reports will be available to EPA through the IHS STARS system as stated in I.F., Fiscal and Project Reporting Requirements. Should the need arise and if the agencies mutually agree, the report may be supplemented.
5. The EPA Regional Office shall be formally notified of and invited to participate in the conceptual design meeting, the final plans and specification review, and the final inspections for projects in which EPA funds are utilized. IHS shall notify the EPA at least 30 business days prior to these events to allow optimal participation. Notification will be by e-mail.
6. As applicable, upon completion of each project under this IA, all rights title and interest to the provided sanitation facilities shall be transferred to the Tribe or to a responsible entity identified by the Tribe in accordance with the Project Documents. Each respective IHS Area Office shall make such arrangements as they determine necessary for the ownership and operation and maintenance of the completed facilities.
7. For each project funded under this IA, a final technical and financial report shall be provided no later than 365 days after construction phase completion to the respective EPA Regional Program Coordinator. Electronic copies of the report shall be provided to the EPA representatives identified above in Fiscal Reporting Requirements.
8. The water sampling umbrella Water Sample Collection and Analysis Quality Assurance Project Plan (QAPP) for Tribal Drinking Water and Wastewater Infrastructure Projects, developed jointly between EPA and IHS, will be implemented by IHS as applicable.
9. For an EPA funded project for a pilot water treatment study or for a specific hydraulic network model calibration, the IHS will prepare an individual project specific Quality Assurance Project

Plan (QAPP) in accordance with EPA Guidance for Quality Assurance Project Plans (QA/G-5) (EPA 2001) which can be found at <http://www.epa.gov/QUALITY/qs-docs/r5-final.pdf>. The QAPP must be submitted for review and approval by the EPA OW QA Officer through the EPA IA Project Officer, who must approve the Quality Assurance procedures or standards in writing. EPA will have 60 calendar days to approve the QAPP submitted by IHS, after that time the QAPP will be considered final.

10. Restrictions on FY17 Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions

This interagency agreement (IA) obligates and transfers or advances EPA funds appropriated under Public Law 115-31 (the Consolidated Appropriations Act, 2017). As a result, this IA is subject to the provisions contained in the Consolidated Appropriations Act, 2017, Public Law 115-31, Division E, Title VII, Sections 745 and 746, regarding unpaid federal tax liabilities and federal felony convictions, which also have been included in prior appropriations acts.

The IHS is also subject to the same sections of the Act, in accordance with Department of Health & Human Services acquisition policies. The IHS will forward to the EPA Award Official, within 45 days, any documentation supporting an award where a written determination was made by the agency debaring and suspending official that suspension or debarment was considered but is not necessary to protect the interests of the Government.

11. Advance Payment for Indian Health Service Interagency Agreements

This Interagency Agreement is handled through Advance Payment and is tracked in IHS' Sanitation Tracking and Reporting System (STARS). Therefore, the reporting instructions in Administrative Condition F, *Fiscal and Project Reporting Requirements*, and Programmatic Condition C, *IHS Responsibilities*, Section 4, should be followed closely.

Financial Inquiries may be emailed to CFC_Fed_Pay@epa.gov or sent to the following address:

U.S. EPA CFC
ATTN: Elizabeth McGuffey
26 W. MLK Dr., MS-WG32B
Cincinnati, OH 45268-7002

Programmatic Conditions

See above

END OF DOCUMENT